



June 3, 2021

Beacon Communities
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Dear Beacon Communities,

We are writing to you as legal services organizations who have been on the front lines of eviction defense on behalf of low-income and working people throughout the pandemic. From this vantage point, we have observed a stark contrast between Beacon’s public statements and its conduct towards vulnerable tenants. When Beacon signed the Massachusetts’ Eviction Diversion Pledge, it acknowledged, “Housing is a right – not a privilege – and stable, affordable housing is crucial to the health and well-being of our communities.”¹ Beacon helped to develop this Eviction Diversion Pledge to demonstrate its “commitment to keeping tenants stably housed during this time of uncertainty and to encourage other owners across the state of Massachusetts to join us.”² Beacon also signed the City of Boston’s Housing Stability Pledge in which it agreed that “whenever possible, repayment plans and rental assistance resources should be used **in lieu of legal eviction proceedings.**”³

Despite these pledges, Beacon, one of the largest providers of affordable housing in the Commonwealth, decided to file 113 unnecessary evictions in one month threatening the housing stability for tenants living in Georgetowne Homes in Hyde Park. Beacon filed these cases even though there is more than \$900 million in rental assistance funds available in Massachusetts to help tenants pay arrears arising due to COVID-19. In these cases, Beacon also illegally named minor children of numerous tenants, brought tenants to court without verifying whether the amounts claimed due were accurate (or even in some cases whether they owed money at all), and without first

¹ Joint Press Release, Massachusetts Eviction Diversion Pledge, available at <https://www.chapa.org/housing-news/fifty-three-housing-owners-and-operators-sign-eviction-diversion-pledge-to-keep-over>.

² Id.

³ City of Boston, Housing Stability Pledge, available at <https://www.boston.gov/sites/default/files/file/2020/10/Housing-Stability-Pledge.pdf> (emphasis added).

properly completing re-certifications necessary to determine the correct amount of rental arrears, if any. Many of these eviction cases were brought to recover small rent arrears.

These eviction filings—regardless of how they are disposed of—leave indelible marks on tenants’ housing histories that will permanently hinder their future housing and economic prospects. Moreover, as detailed below, in bringing the cases, Beacon and its counsel have violated state and federal consumer protection laws, including laws governing unfair and deceptive acts and practices and requirements governing fair debt collection. And given that this practice of filing unnecessary evictions cases disproportionately impacts Black, Brown and female-headed households, Beacon’s conduct also violates state and federal fair housing laws.

If, as Beacon has recently assured one of our community partners, your company “remain[s] committed to our goal to keep our residents housed,” you must cease mischaracterizing the filing of over 100 evictions in less than a month as an effort to “work together” with residents and community organizations. Instead, you should pursue strategies for stabilizing housing and accessing rental assistance that do *not* involve spreading fear among Beacon’s tenants by means of widespread civil litigation and threats of eviction. Specifically, we ask that Beacon voluntarily dismiss all non-payment cases it has filed in housing court during the pandemic and refrain from new filings while rental assistance programs are available to help tenants pay rental debt.

I. Beacon’s Choice to Bring 113 Pandemic Evictions Against Georgetowne Homes Residents

In Georgetowne Homes, a community which Beacon manages, we are aware of at least 113 nonpayment eviction actions filed between March 1 and April 1. These were the first mass filings of eviction cases against subsidized housing tenants in Boston since the statewide eviction moratorium lifted, standing in sharp contrast to practices of other large management companies who signed the pledge and have been working with tenants who have fallen behind on their rent due to COVID-19 without bringing them to court. In response to Beacon’s filings, the legal services community in Boston was forced to mobilize to provide legal assistance to this wave of tenants facing eviction, and to assist as many as possible in housing court. In assisting these tenants, we have gained insight into Beacon’s policies and practices at Georgetowne.

Often the arrearages were nonexistent or for minimal amounts; in one case, a mere \$100 was owed. In virtually every instance, the arrearages were small enough (that is, below the average amount generally covered by rental assistance programs) to be curable without requiring the drastic step of an eviction filing. And in some cases, the amount allegedly owed had already been paid off by the tenant prior to filing, or stemmed solely from Beacon’s own failure to properly recertify the tenant’s income in order to determine their correct rent payment.

Instead of working with these tenants to pay any legitimate arrears with the help of rental assistance programs, as other subsidized housing providers are doing, Beacon filed eviction actions creating a permanent Scarlet “E” on tenants’ records. This fact of the filing of an eviction case cannot be removed or expunged under current law, and will make it extremely difficult for those tenants who may be looking to relocate to find a new apartment. As you are aware, many landlords rely on tenant

screening companies that will immediately reject applications of prospective tenants who have a prior eviction filing on their record.⁴

The Massachusetts, Supreme Judicial Court has recognized this undeniable reality:

the mere record of an eviction proceeding can serve as a long-term barrier to a tenant when he or she seeks future housing, regardless of the legal outcome. See Desmond & Bell, *Housing, Poverty, and the Law*, 11 Ann.Rev. L.& Soc. Sci. 15, 19 (2015)(even dismissed eviction actions can result in rejection of housing applications by landlords)

Rental Property Management Services v. Hatcher, 479 Mass. 542, 554 (2018). In sum, this practice and pattern of initiating eviction actions, even if Beacon later dismisses them, has incredibly harmful impacts on its tenants long term housing stability and mobility.⁵

The negative effects are not restricted to housing—the damage to credit scores can affect a tenant’s employment or her ability borrow money, and perhaps most damaging of it all it can cause adverse mental and physical health effects. Studies show that tenants who experienced the mere threat of an eviction, even without displacement, are more likely than tenants who do not face housing instability to report health conditions correlated with higher morbidity and poorer overall health, including high blood pressure, depression, anxiety, and psychological distress.⁶ This stress has only been exacerbated by the COVID pandemic, when people are acutely aware that eviction increases the likelihood of contracting a potentially deadly virus.⁷ The association between evictions and the incidence and mortality of COVID cannot be separated from another reality, which is that Black and Latinx residents in Boston are suffering disproportionately from the pandemic. In Boston, for example, Black and Latinx residents represent 54 percent of known infections, despite representing only 43 percent of the city’s population.⁸

⁴ These negative effects have been well documented in the report by Mass Law Reform Institute entitled, *Evicted for Life: How Eviction Records are creating a new Barrier to Housing*, June 19, 2019 available at https://www.passtheshomesact.org/uploads/2/7/0/4/27042339/evicted_for_life_mlri.pdf; see also, Esme Caramello and Nora Mahlberg, *Combating Tenant Blacklisting Based Housing Court Records: A survey of Approaches*, Clearinghouse Article, August 2017 (“Tenant-screening bureaus collect housing court data and sell them to landlords; the bureaus often make recommendations about a tenant based solely on the existence of a recent case, regardless of its underlying basis. The recent move by courts to put civil case records online has made the problem worse, **creating a permanent record of a tenant’s court history** that anyone can access at any time and enabling landlords to run quick, free searches and deny tenants housing based on the few (sometimes inaccurate or misleading) facts they find online.”)(emphasis added).

⁵ *Id.*, See also, Paula A. Franzese, *Place to Call Home: Tenant Blacklisting and the Denial of Opportunity*, *Fordham Urban Law Journal*, (Vol. 45, No. 3) (documenting the extensive use by landlords (especially of subsidized housing) of tenant screening services that rely on public court records regardless of accuracy) available at <https://ir.lawnet.fordham.edu/cgi/viewcontent.cgi?article=2732&context=ulj>.

⁶ See Allison Bovell-Ammons and Megan Sandel, *The Hidden Health Crisis of Eviction*, B.U. Sch. Pub. Health (Oct. 5, 2018); see also, Matthew Desmond, *Evicted, Poverty & Profit in the American City* 4, 398–99 (2016) at 296–99 (summarizing how evictions, by correlating with employment instability, loss of access to higher-opportunity neighborhoods, and devastating physical and mental health consequences, acts as a driver of poverty, not just an effect).

⁷ Leifheit, Kathryn M., Linton, Sabriya L., Raifman, Julia, Schwartz, Gabriel, Benfer, Emily, Zimmerman, Frederick J, and Pollack, Craig, *Expiring Eviction Moratoriums and COVID-19 Incidence and Mortality* (November 30, 2020). Available at SSRN: <https://ssrn.com/abstract=3739576> or <http://dx.doi.org/10.2139/ssrn.3739576> (finding that places where eviction moratorium had been lifted had increased incidence of COVID-19 and deaths).

⁸ See City of Boston, *Racial Data on Boston Resident COVID-19 Cases* (last visited May 11, 2021), available at <https://www.boston.gov/departments/mayors-office/racial-data-boston-resident-covid-19-cases>.

II. Beacon’s Pandemic Eviction Policy Has a Disparate Impact on Communities of Color and Violates Fair Housing Laws

The harm caused by Beacon’s practices is discriminatory against people of color and female-headed households. City Life/Vida Urbana recently published a report “Eviction in Boston’s Communities of Color: The First Year of the Pandemic.”⁹ As reported by WBUR and the State House News Service¹⁰, this study found that:

From Feb. 28, 2020 to Feb. 28, 2021, evictions were filed at more than twice the rate in neighborhoods where a majority of renters are people of color than in neighborhoods where most renters are white. Seven out of 10 eviction filings in Boston involved properties in Census tracts where a majority of renters are people of color, though only 47% of the city’s rental housing is in those neighborhoods, the report found. Tracts where a majority of renters are white hold 43% of Boston rental housing and involved 30% of eviction filings.

CLVU’s findings are consistent with pre-pandemic data illustrating that evictions are not race-neutral, and impact Black and Hispanic/Latinx renters disproportionately.¹¹

Based on the records of the U.S. Department of Housing and Urban Development, in 2020 Georgetowne Homes One residents are 83% persons of color (49% black and 34% Hispanic), and Georgetowne Homes Two are 87% (48% black and 38% Hispanic).¹² Respectively, the percentage of female-headed households in these two developments are 87% and 83%.

Under the Federal Fair Housing Act and Massachusetts anti-discrimination statute, Beacon’s practice is discriminatory for a number of reasons. First and foremost, the use of eviction proceedings at Georgetowne, instead of less detrimental alternative methods for collecting rent, has a disproportionate burden or disparate impact because it “falls more harshly on minorities.” *See Mt. Holly Gardens Citizens in Action, Inc. v. Township of Mount Holly*, 658 F.3d 375, 383 (2011)¹³ Second, tenants of color and female-headed households who have evictions on their record will have significantly fewer (if any) housing options in the future. As a result, this practice will have

⁹ City Life/Vida Urbana COVID-19 Eviction Report, April 2021 available at https://d3n8a8pro7vhmx.cloudfront.net/clvu/pages/2779/attachments/original/1618424939/COVID-19_eviction_report_April_2021.pdf?1618424939.

¹⁰ Chris Lisinski, State House News Service and WBUR, *Report: Eviction Efforts Disproportionately Hitting Communities of Color*, April 16, 2021, found at <https://www.wbur.org/news/2021/04/16/city-life-vida-urbana-massachusetts-eviction-data-race>.

¹¹ *See generally* Sophie Beiers, et al., “Clearing the Record: How Eviction Sealing Laws Can Advance Housing Access for Women of Color,” (January 10, 2020), available at https://www.aclu.org/news/racial-justice/clearing-the-record-how-eviction-sealing-laws-can-advance-housing-access-for-women-of-color/#_edn1 (finding that Black renters in Massachusetts 2.4 times as likely to have an eviction filed against them as their white counterparts); Matthew Desmond, *Evicted: Poverty and Profit in the American City* 98 & n. 8–9 (2016) (noting that in a typical month of eviction filings in Milwaukee, more cases filed against Black women than all other groups combined).

¹² HUD USER, Picture of Subsidized Housing, Data Set, Assisted Housing: National and Local (2020), available at <https://www.huduser.gov/portal/datasets/assthsq.html>.

¹³ The disparate impact of this type of practice has been documented by the ACLU: “Our Data Analytics team also found that Black women were more likely to have a prior eviction filing that ultimately resulted in dismissal. In Massachusetts, nearly 300 in 10,000 Black women had evictions filed against them that were dismissed — as compared to less than 100 in 10,000 white renters. In other words, Black women are more likely to be denied housing due to prior eviction filings, even when they won.” Beiers et al., *supra* note 11 (emphasis added).

“segregative effect” in violation of the Fair Housing Act “by creating, increasing, reinforcing, or perpetuating” Boston’s highly segregated housing patterns. *See* 24 C.F.R. §100.500(a).¹⁴ The Georgetowne evictions will seriously limit Black, brown and female tenants’ ability to move to opportunity neighborhoods, and make it more likely they will either remain or move into deeply segregated neighborhoods.¹⁵

Beacon’s practices are not only in violation of fair housing laws because of their disparate impact, but also because Beacon has treated the tenants within a project with a high concentration of people of color differently from tenants in whiter developments. Beacon has applied for four of its developments to participate in the SHERA Pilot program, namely the two Georgetowne Developments in Boston and Berkshire Peak Apartments in Pittsfield, and Stratton Hill Apartments in Worcester. However, during the same period in which Beacon filed the wholly unnecessary 113 cases against Georgetowne tenants, in developments located in majority white communities, it filed only one case at Stratton Hill and five at Berkshire Peak.

III. Beacon’s Pandemic Eviction Policy Violates Consumer Protection Law

Beacon has brought 113 eviction actions between March 1 and April 1, 2021. Each of these filings—and indeed the notices to quit that precede them—are explicit threats of eviction. As detailed above, studies show that tenants who experienced the mere threat of an eviction, even without displacement, are more likely than tenants who do not face housing instability to report health conditions correlated with higher morbidity and poorer overall health, including high blood pressure, depression, anxiety, and psychological distress.

Beacon’s post-filing assurances that it does not intend to actually evict tenants is too little too late.¹⁶ While we appreciate this pledge, threatening tenants with homelessness when Beacon has no intention of evicting them is not only cruel, but also it is a consumer protection violation. *See* 15 U.S.C. § 1692e(5), 740 C.M.R. § 7.04(1)(b)(3), and 209 C.M.R. § 18.16 (prohibiting threatening to take actions in furtherance of debt collection that the collector does not intend to take).

Additionally, in the cases Beacon brought against Georgetowne tenants, four other consumer protection violations were clear: 1) Beacon knowingly brought numerous cases against minor children; 2) Beacon brought cases against tenants who owed little or no back rent; 3) Beacon brought cases without accurately stating the amounts due in Georgetowne’s own records, and 4) Beacon brought cases against clients for amounts that were not owed because tenants were due downward

¹⁴ Catherine Elton, “*How Has Boston Gotten Away with Being Segregated for So Long?*” Boston Magazine (Dec. 8, 2020) “Of the country’s 51 greater metropolitan areas with large Black populations, Boston ranks 15th for segregation. And as of the most recent census, in 2010, the so-called index of dissimilarity for the racial distribution of Black and white people in Boston was 69, meaning that 69 percent of Bostonians would have to move somewhere else within the city for it to have an even racial distribution of Black and white people (any city with an index over 60 is considered highly segregated).” <https://www.bostonmagazine.com/news/2020/12/08/boston-segregation/>

¹⁵ Beacon Communities properties, Georgetown Homes, are in those census tracts where the majority of renters are people of color. Using ACS 2015-2019 5 Year Estimates for the Census Tract in which Georgetown Homes is located, 79% of residents are Black, 16% are Hispanic/Latinx, 1.8% are white. Looking more closely at renter-occupied households by race, 83% of renter household are Black, and about 17% are Hispanic/Latinx.

¹⁶ In your May 14, 2021 letter to City Life/Vida Urbana, Beacon stated that “[d]uring the pandemic, we will not evict any residents for nonpayment of rent.”

rent adjustments through re-certifications that its staff failed to do in a timely manner. These actions violate the federal Fair Debt Collection Practices Act, 15 U.S.C. § 1692, et seq. (the “FDCPA”), the Massachusetts Attorney General’s Debt Collection Regulations, 940 C.M.R § 7.00 et seq. (the “AG Regulations”), the Division of Banks’ regulations regarding the conduct of the business of debt collectors, 209 C.M.R. § 18.00 et seq. (the “DOB Regulations”), M.G.L. c. 93, § 49, and M.G.L. chapter 93A.¹⁷

1. Knowingly naming minors in summary process complaints

Beacon knowingly filed at least thirty-one summary process cases in Eastern Housing Court between March 15 and March 29, 2021 that named minor children as defendants, in violation of M.G.L. c. 239, section 2 (as amended by St. 2020, c. 358, § 84). We spoke to many parents who were confused, upset, and scared when they saw their children named in eviction lawsuits.

The practice of naming children as defendants in summary process cases is particularly egregious because Georgetowne tenants are required to report their household members’ ages every year to management for purposes of recertification and because subsidized tenants have leases and there is no ambiguity about who is a proper defendant for a summary process case. This information was easily discernable to Beacon’s managers and to Beacon’s attorneys who wrote and served the notices to quit and complaints in these matters.

Legal services attorneys first learned of this problem in one particular case and drafted and filed a motion to expunge the minor’s name. Subsequently, similar motions had to be filed in a number of cases. Absent legal services intervention, the issue may have never been addressed. Even after this issue was brought to the attention of counsel for Beacon, as of May 17, 2021, there are several cases where no motion to expunge has been filed and the minors’ names remain on the online Mass Courts docket and on court documents. Moreover, as of May 24, 2021, only two of the cases has completely expunged the minor from the record (meaning that the minor’s information is expunged from all court documents and from the Mass Courts docket). In all other cases minors’ names remain on court documents. These children will continue to bear the brunt of a Scarlet “E” if there isn’t additional advocacy to fully expunge their record, and their parents have suffered and continue to suffer emotional trauma as a result.

In addition to violating M.G.L. c. 239, § 2, naming these minor children in non-payment evictions is a clear violation of the consumer protection laws cited above, as the children did not owe any debt. It is a fundamental principle of consumer protection law that a debt collector cannot attempt to collect amounts it is not owed.¹⁸ To the extent that suing children who do not owe Beacon money is a tactic to secure payment from their adult family members, this is the very definition of unfair, deceptive, and unconscionable.¹⁹

¹⁷ The state regulations cited apply to Beacon. While the FDCPA may not apply to Beacon directly, it unquestionably applies to Beacon’s agent and attorney, Turk & Quijano, which acknowledges that it is a debt collector under federal law in its correspondence to tenants.

¹⁸ See, e.g., 15 U.S.C. §§ 1692e(2),(5),(10); 15 U.S.C. § 1692f(1); 940 C.M.R. §§ 7.04(b), 7.07(6),(8),(16); 209 C.M.R. §§ 18.16, 18.17.

¹⁹ 15 U.S.C. §§ 1692d, 1692f and 209 C.M.R. §§ 18.15, 18.17.

2. Pursuit of small or non-existent balances that were covered by state, federal or local rental assistance programs that Beacon has asserted an intent to apply for.

The average amount allegedly owed by the 113 Georgetowne residents Beacon has brought to court for eviction was around \$3,400, and 89 of those families allegedly owed less than \$5,000. Many owed \$1,000 or less. The average rental assistance grant through state-funded RAFT is \$5,027 and under the federally funded ERAP program, the average payment is \$5,395. Moreover, as Beacon is well-aware, because it is a participating landlord, there is substantial assistance available for housing providers to cover rent owed by tenants from the period between April 1, 2020 and March 31, 2021 through the SHERA program; a program that Beacon has publicly stated it intends to apply for.

An active eviction case is not required to access any these emergency rental assistance funds. There is no reason for Beacon to bring tenants to court for eviction in order to have rental arrears paid through federal or state aid programs. In fact, the purpose of these programs is to prevent eviction cases from ever being initiated. Bringing forward eviction actions without any need to do so is “conduct the natural consequence of which is to harass, oppress, or abuse” and “use [of] unfair or unconscionable means to collect or attempt to collect [a] debt” under the FDCPA and concomitant DOB regulations, 15 U.S.C. §§ 1692d, 1692f, and 209 C.M.R. § 18.15, § 18.17. It is also unfair within meaning of Chapter 93A.

3. Inaccurately Stating Amounts Claimed Due.

In almost every case, Beacon acknowledged after filing that it had not correctly stated the amount claimed due, either in the Notice to Quit or in court filings. In some instances, Beacon pursued court action even if a tenant had paid all, or substantially all, of the balance. Over and over again, the tenants we assisted in court disputed the balance Beacon alleged, producing their rent receipts and other evidence showing that some or all of the rent claimed due was paid. These tenants should never have been brought to court in the first place, and Beacon’s insistence on attempting to collect rent that tenants do not owe violates the most fundamental protections of state and federal consumer law, which prevent the collection of debts that people do not, in fact, owe.²⁰

Beacon’s voluntary dismissal rate of its pandemic eviction cases against Georgetowne tenants is extremely high, underscoring that these eviction cases should never have been filed. Of the 113 cases filed since March 1, 2021, 76 (67%) have been voluntarily dismissed. Beacon had no viable legal case against these tenants, but nevertheless brought a summary process matter against them, doing permanent harm to their credit histories, and causing them emotional distress associated with the fear of being evicted into a pandemic.²¹ Furthermore, the notion that tenants needed to be “motivated” to

²⁰ See, e.g., 15 U.S.C. § 1692e(2),(5),(10); 15 U.S.C. § 1692f(1); 940 C.M.R. § 7.04(b), § 7.07(6),(8),(16); 209 C.M.R. § 18.16, § 18.17

²¹ That frivolous litigation may violate Chapter 93A is well-established. See generally *Rental Property Mgmt. Services v. Hatcher*, 479 Mass. 542, 552 n. 9 (2018); *Refuse & Envtl. Sys., Inc. v. Indus. Servs. of Am., Inc.*, 932 F.2d 37, 43 (1st Cir.1991) (stating that “bringing [a] lawsuit in spite of the evidence” can violate 93A). The Appeals Court has also recognized that improper or unlawful interference with subsidized housing benefits can violate M.G.L. c. 186, § 14, see *Homesavers Council of Greenfield Gardens Inc. v. Sanchez*, 70 Mass. App. Ct. 453, 457–58 (2007), a statute which, when violated willfully, triggers *per se* liability under Chapter 93A, see 940 C.M.R. § 3.17(6).

speak with management is belied by the many tenants who told us that they could never reach management – phone calls went unanswered, and the physical offices were closed, and people stood outside waiting for someone to help them to no avail.

The remaining 35 eviction cases that Beacon insists on litigating could have been addressed through good faith engagement with tenants and rental assistance programs, together with proper subsidy recertification as discussed below, and without filing summary process eviction cases. Instead, Beacon is wasting the Housing Court’s limited resources, needlessly diverting free legal services for poor people during a crisis, and betraying its tenants by forcing them through an unnecessary court process that is both traumatizing and irreparably harmful to their financial stability.

4. No balance owed after recertification.

In cases we have assisted with in court, many of the tenants reported arrearages stem solely from Beacon’s failure to properly recertify their subsidies. At least 5 tenants (and likely many more) have almost identical accounts of situations in which they have provided to Beacon all documents requested of them for recertification. However, due to the succession of managers at Georgetowne and office closures associated with the pandemic, their documents were never processed or were not processed timely, thus creating a spurious arrearage.

Counsel for Georgetowne has tried to pressure tenants facing eviction to sign agreements containing provisions requiring them to go to management and apply for SHERA by a specific deadline. Tenants must comply with these deadlines or lose rights in their eviction case. In pressuring clients to sign the SHERA documents as a condition of postponing the summary process matter, Beacon is asking clients to sign their names under the pains and penalties of perjury to forms which may contain information that is not accurate without giving tenants a fair opportunity to review and affirm the validity of the claimed arrears. This conduct violates various consumer protection provisions that prohibit unfair, unconscionable, or deceptive conduct when collecting a debt and the spirit of the SHERA program.

Moreover, Beacon appears to be contemplating applying for SHERA funds without having properly completed required recertifications in some cases which would likely reduce the amount received. By holding resolution of the eviction case hostage to a tenant’s willingness to move the SHERA process forward, even on the basis of rental debts that are ambiguous (often quickly, and before recertifications are done properly), Beacon is putting its residents at risk of claiming federal rental assistance money to cover debts they do not in fact owe. Other than the obvious harm this inflicts upon residents—that they draw down against funding caps now, leaving less money available in the event of future need—it also puts them at risk of recoupment actions later. By choosing to expose residents to these risks rather than simply processing recertifications in a timely fashion, and only then to apply for SHERA funds outside of the eviction process, Beacon is engaging in conduct that not only cuts against the spirit and purpose of these various programs, but also violating a host of consumer protection laws.

IV. CONCLUSION

In closing, we call upon Beacon to address these urgent violations immediately and to work with Georgetowne tenants to ensure that they can access rental assistance and remain housed without enduring unnecessary evictions. To demonstrate its commitment to both Beacon's values to "build outstanding communities that make enduring contributions to the vitality of our cities and towns... that serve a diverse cross section of our society...[and are] healthy and vibrant" and the pledges it has publicly made during the COVID-19 pandemic, it should:

- Voluntarily dismiss all non-payment cases it has filed in housing court and refrain from new filings in order to obtain payment from available rental assistance programs;
- Ensure that all minors who have been named as defendants have been expunged from all public records;
- Implement policies designed to prevent future unlawful practices;
- Refrain from filing new summary process cases until updated policies have been fully implemented;
- Request that eviction records for tenants who did not owe any rent when the summary process case was filed be deleted from publicly reported credit information; and
- Meet with Georgetowne tenants and their representatives to meaningfully address the needs of the community, including payment of compensation for Beacon's violations of law.

We look forward to your response and to your action.

Sincerely,

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